



The Honorable Jamal N. Whitehead

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
SEATTLE

KURT A. BENSHOOF,

Plaintiff,

v.

DAVID S. KEENAN,

Defendant.

Case No. 2:24-cv-00382-JNW

PLAINTIFF'S NOTICE OF OBJECTIONS  
TO THE COURT'S REPORT  
AND RECOMMENDATION

NOTE ON MOTION CALENDAR:  
May 10, 2024

**I. INTRODUCTION**

Plaintiff Kurt Benshoof ("Benshoof") hereby files Notice of Objections to the Court's Report and Recommendation. (Dkt. #14) Benshoof objects to the Court's false claim that his IFP applications "omit the amount of money" received as income. (Dkt. #14 pg. 3 ¶2) Benshoof objects to the Court's false claim that the "IFP application asks only for amount received, not the source." (Dkt. #14 pg. 3 ¶2) Benshoof objects to the Court's false claim that "Plaintiff continues to fail to supply information necessary for the Court to determine his ability to pay the filing fee." (Dkt. #14 pg. 3 ¶3) Furthermore, Benshoof objects to the Court's tacit approval of attorney Peggy Wu's apparent intent to misappropriate thousands of dollars of public funds for the defense of Defendant David S. Keenan, in violation of RCW 42.20.070, which would constitute disparate treatment

1 between the parties, and violate the Equal Protection Clause of the Fourteenth Amendment.  
 2 Herein, Benshoof will further clarify that he has complied with IFP requirements.

3 This Notice of Objections is noted on the Court's calendar for May 10, 2024, in compliance  
 4 with LCR 7(d)(3).

## 5 **II. VERIFIED STATEMENT OF FACTS**

6 Benshoof fully completed the Court's Declaration and Application to Proceed In Forma  
 7 Pauperis and Written Consent for Payment of Costs and attested to it under penalty of perjury.

8 As stated in Benshoof's Declaration, he pays approximately \$300 in monthly credit card  
 9 payments. (Dkt. #13 pg. 2) Benshoof has paid for some of his monthly expenses with credit cards.

10 Benshoof also barterers with members of his church to cover the rest of his monthly expenses.  
 11 As neither Benshoof, nor anyone else, possesses documentation of said bartering, there are no  
 12 records from which Benshoof is able to provide additional "complete and detailed financial  
 13 information" to the Court. Benshoof cannot provide the Court something that does not exist.  
 14 Benshoof provided the Court his best estimates in good faith and did so under penalty of perjury.

## 15 **III. ARGUMENT**

16 The Court claimed that Benshoof's IFP applications "omit the amount of money" received  
 17 as income. (Dkt. #14 pg. 3 ¶2) The IFP application requests the amount of money received from  
 18 (a) business, profession, or self-employment; (b) income from rent, interest, or dividends; (c)  
 19 pensions; (d) unemployment or public assistance; (e) gifts or inheritances; (f) child support or  
 20 alimony; (g) other sources of income. (Dkt. #13 pg. 1 ¶3) Benshoof does not receive "income"  
 21 pursuant to Title 26 United States Code. Benshoof factually answered (a) through (g).

22 Bartering is not "income" under U.S.C. Title 26. If the Court is not satisfied with  
 23 Benshoof's factual answers in the Declaration form, the Court may wish to consider revising the

1 IFP application provided to the general public so that the Court will be content with factual  
 2 answers.

3 The Court claimed that the “IFP application asks only for amount received, not the source.”  
 4 (Dkt. #14 pg. 3 ¶2) It is self-evident that the IFP application asks for the *source* in #3(a)-(g) as it  
 5 states, “from any of the following *sources*” and “Describe any other *source* of income  
 6 \_\_\_\_\_” (Dkt. #13 pg. 1 ¶3)

7  
 8 The Court claimed that “Plaintiff continues to fail to supply information necessary for the  
 9 Court to determine his ability to pay the filing fee.” (Dkt. #14 pg. 3 ¶3) Benshoof fully completed  
 10 the IFP application, yet the Court appears flummoxed with the fully completed IFP application,  
 11 blaming Benshoof for the fact that the IFP application does not contain more questions.

12 If the Court cannot be satisfied with a fully completed and sworn IFP application, the Court  
 13 may wish to consider providing the public with an IFP application that expressly requires more  
 14 specific information desired by the Court.

15 Claiming that Benshoof “failed to provide complete and detailed financial information”  
 16 cannot withstand strict scrutiny, as Benshoof fully completed the Court’s *own IFP application*  
 17 *form*, which violates the Vagueness Doctrine in the Court’s ambiguous demands and threat of  
 18 denying his IFP application and/or dismissal. (Dkt. #14 Pg. 3 ¶3) Nor did the Court provide  
 19 Benshoof an alternative, and more detailed, IFP application to complete in order to comply with  
 20 the Court’s Report and Recommendation. It appears that the Court is content when *other*  
 21 individuals fully complete the form, but not when *Benshoof* fully completes the form; therefore,  
 22 this constitutes a violation of the Equal Protection Clause of the Fourteenth Amendment.

23  
 24 The intent by attorney Peggy Wu to misappropriate thousands of dollars of public fund to  
 25 the defense of Defendant David S. Keenan (“Keenan”) is prima facie evidence that Ms. Wu

1 knowingly and willfully intends to violate RCW 42.20.070, a class B felony. Unless Ms. Wu  
 2 intends to argue that Keenan took time to censor Benshoof on Twitter and Facebook, in violation  
 3 of the First Amendment, while Keenan was acting in his *official* capacity as a judge in a case  
 4 involving Benshoof, it is axiomatic that Keenan's acts of censorship were perpetrated in his  
 5 *individual* capacity.  
 6

7 The Court's apparent lack of concern for Ms. Wu's misappropriation of public funds for  
 8 the defense of Keenan in his individual capacity constitutes disparate treatment of the parties by  
 9 the Court, and a violation of the Equal Protection Clause of the Fourteenth Amendment. As  
 10 Benshoof's complaint constitutes an attempted performance of "an act that might aid in the  
 11 discovery or apprehension" of Keenan, the Court's threat to deny Benshoof's right to petition for  
 12 redress may constitute a violation of RCW 9A.76.080, Rendering Criminal Assistance, as defined  
 13 by RCW 9A.76.050(4).  
 14

### 15 VERIFICATION

16 I, Kurt Benshoof, do hereby declare that the foregoing is true and correct to the best of my  
 17 knowledge under penalty of perjury in the State of Washington. Executed this 18<sup>th</sup> day of April in  
 18 the year 2024, in the city of Seattle, in the county of King, in the state of Washington.  
 19

20 By:   
 21 Kurt Benshoof, Plaintiff

22 1716 N 128<sup>th</sup> Street  
 23 Seattle, WA 98133  
 24 Phone: (206) 460-4202  
 25 Email: kurtbenshoof@gmail.com  
 26

**CERTIFICATION OF SERVICE**

Plaintiff Kurt Benshoof hereby certifies that on April 18, 2024, the foregoing Notice was filed with the Clerk of Court, and that Plaintiff sent a copy of said notice to counsel of record by email and by first class USPS mail to the addresses listed below.

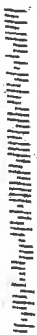
**Attorneys for Defendant**

**David Keenan:**

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701 Fifth Avenue, Suite 600  
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By:

  
Kurt Benshoof, Plaintiff



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WESTERN DISTRICT OF WASHINGTON  
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